

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNMENT																				
CONVEYING PARTY DATA																					
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<table border="1"> <tr> <td>Name:</td> <td>Joule Biotechnologies</td> </tr> <tr> <td>Street Address:</td> <td>83 Rogers Street</td> </tr> <tr> <td>City:</td> <td>Cambridge</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02142</td> </tr> </table>		Name:	Joule Biotechnologies	Street Address:	83 Rogers Street	City:	Cambridge	State/Country:	MASSACHUSETTS	Postal Code:	02142										
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CORRESPONDENCE DATA																					
Fax Number:	(650)938-5200																				
Phone:	415-875-2405																				
Email:	mnascimento@fenwick.com																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Correspondent Name:	Chris Ullsperger																				
Address Line 1:	801 California Street																				
Address Line 4:	Mountain View, CALIFORNIA 94041																				

CH \$40.00 13174580

ATTORNEY DOCKET NUMBER:	26139-18836 US
NAME OF SUBMITTER:	Chris Ullsperger, Reg. No. 48,006
<p>Total Attachments: 6</p> <p>source=18836_US_Assignment#page1.tif</p> <p>source=18836_US_Assignment#page2.tif</p> <p>source=18836_US_Assignment#page3.tif</p> <p>source=18836_US_Assignment#page4.tif</p> <p>source=18836_US_Assignment#page5.tif</p> <p>source=18836_US_Assignment#page6.tif</p>	

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to JOULE BIOTECHNOLOGIES a Delaware corporation, having a place of business at 83 Rogers Street, Cambridge, Massachusetts 02142, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional application filed under 35 U.S.C. § 111(b), non-provisional application filed under 35 U.S.C. § 111(a), international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- International Application No. PCT/US2009/035937, entitled ENGINEERED CO₂ FIXING MICROORGANISMS PRODUCING CARBON-BASED PRODUCTS OF INTEREST, filed on March 3, 2009, also identified as JBT-102.1 PCT.

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

Title: Engineered CO2 Fixing Microorganisms Producing Carbon-Based
Products of Interest
Filed: March 3, 2009
Application No.: PCT/US2009/035937

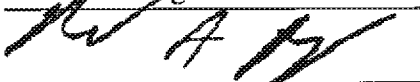
hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment is effective at least as of the filing date of the APPLICATION.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature




David Arthur Berry

Date of Signature

12/16, 2009

Name and Signature

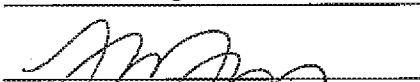


Dan Eric Robertson

Date of Signature

12-16, 2009

Name and Signature

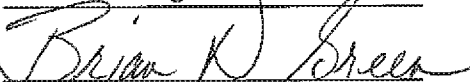


Frank Anthony Skraly

Date of Signature

12/16, 2009

Name and Signature

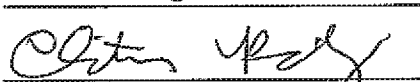


Brian D. Green

Date of Signature

December 16, 2009

Name and Signature



Christian Perry Ridley

Date of Signature

12/16, 2009

Name and Signature



Sriram Kosuri

Date of Signature

, 2009

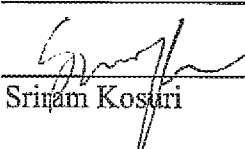
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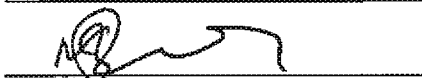
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Christian Perry Ridley	
Name and Signature	Date of Signature
 Sriyam Kosuri	12/16/09, 2009

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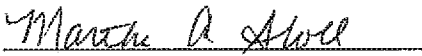


Nikos Basil Reppas

Date of Signature

12/16, 2009

Name and Signature

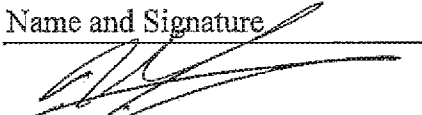


Martha Sholl

Date of Signature

12/16, 2009

Name and Signature



Noubar Boghos Afeyan

Date of Signature

12/16, 2009

Title: Engineered CO2 Fixing Microorganisms Producing Carbon-Based
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David Arthur Berry and Noubar Boghos Afeyan are employees ("Employees") of Flagship Ventures ("Flagship Ventures") and in that capacity are associated with Joule Biotechnologies, Inc. (the "Company").

In consideration of the mutual promises set forth below and other consideration, the receipt and adequacy of which are hereby acknowledged, the Company, the Employees and Flagship Ventures hereby agree as follows:


1. Assigned Patent Rights. The Employees hereby assign all right, title and interest in the aforementioned filing, Docket No. JBT-102.1 PCT. To the extent that the Employees owe any obligations to Flagship Ventures in conflict with the foregoing, Flagship Ventures hereby waives such obligations.

2. Miscellaneous. The Employees represent that there will be no conflict between the Employees' performance hereunder and any other obligation the Employees may have (other than to the extent waived by Flagship Ventures above), and further that the Employees are acting in each of their individual capacities hereunder and not on behalf of any other person or any entity. This Agreement is in addition to and not in lieu of any other agreements between the Employees and the Company or Flagship Ventures. The Employees will be acting as an independent contractor hereunder. This Agreement is personal to each of the undersigned Employees and the Employees will not delegate or assign any rights or obligations hereunder; otherwise, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and assigns. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

The Company, the Employees and Flagship Ventures have duly executed this Agreement under seal

* * *

EMPLOYEES OF FLAGSHIP VENTURES


Signatory: David Arthur Berry

Date: 12/16/07

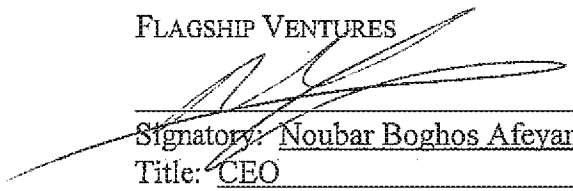

Signatory: Noubar Boghos Afeyan

Date: 12/16/09

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Title: Engineered CO2 Fixing Microorganisms Producing Carbon-Based
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Filed: March 3, 2009
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FLAGSHIP VENTURES



Signatory: Noubar Boghos Afeyan

Title: CEO

Date: 12/16/09

JOULE BIOTECHNOLOGIES



Signatory: William J. Sims

Title: CEO

Date: 12/16/09